

Rivendell On The Lake



Covenants

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OWNERS CERTIFICATE, DEDICATION, RESERVATIONS AND RESTRICTIONS

KNOWN ALL MEN BY THESE PRESENTS:

That we, RBO, INC, hereby certify that we are the owners of and the only person or persons having any right, title or interest in and to the lands described as follows, to-wit:

A part of Northwest Quarter (NW/4), of Section Eighteen (18), Township Ten (10) North, Range Three (3) West, of Indian Meridian, Cleveland County, Oklahoma, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-way widths of streets and easements for utilities. We hereby designate said tract of land as RIVENDELL ON THE LAKE, and hereby dedicate to public use all the streets and avenues within the subdivision, and reserve for installation and maintenance of utilities a strip of land as shown on the recorded plat of this subdivision. All lands so dedicated to public use are free and clear of all encumbrance.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of a portion of the above described tract, and for purpose of providing adequate restrictive covenants for the mutual benefit of ourselves of our successors in title to the subdivision of a portion of said tract, we hereby impose the following restrictions to the following described portion of said subdivision, to-wit:

Lots One (1) to Twelve (12), inclusive, Block One (1), Lot One (1), Block Two (2), and Lots One (1) to Twenty (20), inclusive, Block Three (3), RIVENDELL ON THE LAKE, being a part of the Northwest Quarter (NW/4) of Section Eighteen (18), Township Ten (10) North, Range Three (3) West, of the Indian Meridian, Cleveland County, Oklahoma.

These protective covenants shall apply only to the lots described in this paragraph, and the terms lots as hereinafter used shall be applicable only to the lots described in this paragraph and the term subdivision shall apply only to the area included in the description as set forth in this paragraph. The term lot or lots shall not apply to other lot or lots shown in the recorded plat and the term subdivision shall not include any of the area not included in the description contained in this paragraph.

1. USE All lots within the subdivision shall be known and designated as residential buildings plots. A residential building plot shall be any one single lot or a lot plus a portion of another lot or lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not less than two automobiles and other out-buildings incidental to residential use of the plot.
2. ARCHITECTURAL COMMITTEE The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans, specifications, plot

plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of plans, specifications, plot plan and other submittals shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve of any plans, specifications, plot plans or other submittals shall not be deemed a waiver of any restrictions, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in the Subdivision from maintaining any legal action relating to improvements within the Subdivision which they would otherwise be entitled to maintain. No building, out-building or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, design and plot plans, showing the location, type of construction, external design and exterior materials of such building, have been approved by a Committee composed of Paul B. Odom III, Paul B. Odom Jr. and Elizabeth L. Odom, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said committee, the remaining number of members, shall have full authority and designate a successor. In the event said committee, or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, or its designated representative shall be entitled to any compensation for service performed pursuant to this covenant.

The powers and duties of such committee, and its designated representatives, shall cease on or after January 1, 2014. Thereafter the approval described in the covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall hereafter exercise the same powers previously exercised by said committee for a period specified therein.

3. SET BACKS No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25) feet to front lot line or nearer than twenty-five (25) feet to any side street line. The minimum side yard shall be no nearer than five (5) feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot or building site to encroach upon another lot or building site.
4. MINIMUM DWELLING SIZE On all lots the ground floor area of a single-family main structure, exclusive of one story open porches and garage, shall not be less than 3000 square feet for a one-story dwelling, nor less than 2200 square feet for a dwelling of more than one story. In any case no dwelling shall be erected upon any of said lots having less than 3000 square feet.
5. MINIMUM PLOT SIZE No single-family dwelling shall be erected or placed on any building plot which has an area of less than 13,000 square feet; nor shall any dwelling be erected or

placed on any residential building lot having a width of less than 85.0 feet at the front minimum building set-back line.

6. ROOFS Roofs are to be CCA treated wood shingles or shakes, clay, tile or stone. All CCA treated wood shingles and shakes must bear a Red Cedar Shingle and Handsplit Shake Bureau official grade marked label and be installed to conform with the requirements of said label. Any other roofing materials to be used shall be subject to the approval, in advance, of the Architectural Committee.
7. ROOF PITCH All homes shall have a seven (7) pitch roof unless Architectural Committee waives this requirement.
8. SIDEWALKS Sidewalks shall be constructed on each lot, concurrently with the construction of the residence thereon. Each sidewalk shall be parallel to the streets and must be constructed three (3) feet behind the curb line and must also be constructed *in* accordance with the applicable sidewalk construction specifications of the City of Oklahoma City, Oklahoma.
9. EXTERIOR WALL FINISH No main residential building shall ever be placed, erected or constructed on any lot or building site in this addition unless at least eighty-five percent (85%) of the exterior walls thereof be of brick, or stone veneer, provided, however, that all windows or doors located in said exterior walls and where the structure is of split-level or two-story, that portion extended above the first ground floor level shall be excluded in the determination of the area of one hundred percent (100%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior room ceiling may be constructed of wood material and also likewise excluded from the square foot area in determination of what constitutes one hundred percent (100%) of the exterior walls of said main residential building.
10. STEM WALL All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.
11. WATER OBSTRUCTION No structure of any kind which would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or stream of water *within* the addition or below the 100 year flood line. No trash, grass clippings or debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the addition. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot. Each lot owner shall keep the creek or stream channel within the lot clear of obstructions.
12. SURFACE DRAINAGE Each lot shall receive and drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Paragraph 12 shall be enforceable by any affected lot owner, and by the City of Oklahoma City.
13. ANTENNA LIMITS No antennas shall be installed on the roofs of any house or structure. No

satellite disks can be installed in the front yard of any lot or in the front or side yard of any corner lot. A satellite disk cannot exceed six (6) feet in height, measuring from ground level. All satellite disks must be concealed by a sight-proof fence or shrubbery. In addition, a satellite disk installed on any portion of a lot abutting the lake must be installed near the house and concealed from view from the lake by a sight-proof fence or shrubbery.

14. SIGNS No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or rent, or signs of not more than ten (10) square feet used by a builder to advertise the property during the construction and sales period.
15. ANIMALS No animals, livestock, or poultry of any kind shall be raised, bred or kept on any block or lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
16. FIREPLACES No house shall be constructed without at least one (1) fireplace with outside chimney chase. All fireplaces and outside chimney chases to have an approved one hundred percent (100%) masonry veneer exterior that goes to within eight (8) inches of the flue top or cap. All flues greater than four (4) inches outside diameter shall conform to the above restriction.
17. FENCES No fences shall be constructed on the front portion of any lot in the Subdivision between the front lot line and the front building set-back line, except on a corner lot where the fence can come within twenty-five (25) feet of the property line on the side yard. Fences shall be constructed of wood plank, stockade or similar wood materials, stone or brick. When any portion of a lot abuts Common Lot A, a fence cannot be built nearer than twenty (20) feet from the lot line abutting the lake. Any such fence cannot exceed four (4) feet in height and must be constructed of wrought iron and of a pattern and design approved by the Architectural Committee.

On all lots abutting the lake, privacy fences may be constructed near the rear of the house if said privacy fences do not obstruct the view of the lake by adjoining property owners. All fences and their location must be approved by the Architectural Committee.
18. NON-RESIDENTIAL USE No church, business, trade, home occupation, or other activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
19. OUT-BUILDINGS No trailer, basement, tent, shack, garage, servants' quarters or other out-buildings, located on any building site in this subdivision, shall at any time be used as a main residence, temporary or permanent, nor shall any structure of a temporary nature or character be used as a main residence.
20. BOATS, TRAILERS Boats, trailers, motorhomes, or other recreational vehicles may not be parked, kept, or maintained on any street in said addition but may be kept on the premises provided they are concealed within the residence garage or located behind the Front or Side Building Limit Lines and are totally concealed from the street and the lake and are not visible from neighboring property and are not blocking or obstructing the view of the lake by adjoining property owners. In addition, the above are not allowed in the front yard, or on a corner lot in the front or side yard. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks, are prohibited.

21. TEMPORARY STRUCTURES No existing erected building or structure of any sort may be moved onto or placed on any of the above described residential building plots located in this addition, it being the intention of the covenants to definitely prohibit this moving onto or placing of any existing residential structure on any of the lots or blocks in this addition.
22. EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
23. DETACHED STRUCTURES No detached structures shall be allowed on any lot which does not correspond in style and architecture to the residence to which it is appurtenant. Detached structures or outbuildings shall not be permitted in the front yard. On lots that do not abut the lake small tool or storage sheds of less than one hundred twenty-one (121) square foot floor area, and six-foot six-inch (6'6") eaves may be maintained within the rear lot, provided such rear lot is enclosed with an approved six-foot (6') high sight-proof fence.
No metal buildings of any type shall be allowed on the rear of any lot abutting the lake. Other accessory structures erected on any lot abutting the lake must be situated at least twenty-five (25) feet from the rear property line and so as to not obstruct the view of the lake by adjoining property owners. All accessory structures of every type, before installation, must be approved by the Architectural Committee.
24. LANDSCAPING All owners must preserve all existing trees as much as possible to every practical extent. All owners must provide at least Two (2) trees of at least three (3) inches caliber measured six (6) inches from ground level, (either existing or to be planted) in the area between the building line and the street right-of-way. Corner Lots must have four (4) trees, two (2) on each street. Trees must be a deciduous or evergreen variety. If above trees die, they must be replaced within 30 days by the property owner or the Homeowners Association at its discretion may replant the trees and the cost thereof be paid to the Homeowners Association upon demand and until paid such cost shall constitute a lien against the Lot. Trees and shrubbery cannot be placed on any lot abutting Common Lot A so as to block or obstruct the view of the lake by adjoining property owners.
25. VACANT LOTS No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and regardless of whether annual maintenance assessments have by then commenced, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments.
26. GARAGE The vehicular entry-way of the garage shall not face the lot front; PROVIDED, the facing limitation may be waived by the Architectural Committee in a particular instance. All garages *must* be a rear or side entry garage. No swing-in style garages will be allowed in which the drive goes in front of the front door.

27. Miscellaneous Lake Items This following restrictions shall apply to the use and enjoyment of the lake situated upon Common Lot A:
- (a) The Rivendell On The Lake Homeowners' Association, Inc. shall be the owner of Common Lot A and shall at all times keep and maintain in good order the lake and dam situated upon said Common Lot A.
 - (b) Common Lot A shall be kept, maintained and enjoyed exclusively by the owners of lots in Rivendell On The Lake, including their invited guests. All invited guests must park their vehicles at the residence of their host owner.
 - (c) Owners of lots in the Subdivision that do not abut Common Lot A shall have the free and uninterrupted right to enter the lake from Swanhaven Drive, between Lot Twelve (12), Block One (1) and Lot One (1), Block Three (3), and between Lot Six (6), Block Three (3) and Lot Seven (7), Block Three (3).
 - (d) No internal combustion engine boats, appliances or equipment of any kind shall be permitted on the lake.
 - (e) None of the owners of lots abutting the lake shall erect any piers, boat houses or boat docks on the lake. The only permitted boat docks are those docks constructed and installed by the Developer.
 - (f) No nude swimming shall be permitted in the lake.
 - (g) Fishing by means of trot lines, jug fishing, seining or trapping is prohibited.
 - (h) Hunting or the use of firearms on the lake is prohibited.
28. FLOOD LIGHTS Flood lights of any type installed by an owner shall be installed and placed in such a manner as to not be an annoyance or *nuisance* to adjoining property owners or constitute a danger to persons driving upon the streets in Rivendell On The Lake.
29. ENFORCEMENT Should the owner or tenant of any lot, block or lots or building sites in this addition violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, any owner of any block, lot or building site in this addition may institute legal proceedings to enjoin, abate or correct such violation or violations. The owner of the block, lot or lots or building site permitting the violation of such restriction or conditions shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce and aforesaid restrictions and conditions, said attorneys' fees, court costs and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law.
30. PARTIAL INVALIDATION Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

EXHIBIT "A"
Legal Description
Rivendell on The Lake

A tract of land lying in the Northwest Quarter Section 18, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; THENCE 89°08'36" East along the North line of said Northwest Quarter a distance of 1000.39 feet; THENCE South 00°51'24" East a distance of 50.00 feet to the Point of Beginning; THENCE North 89°08'36" East a distance of 125.00 feet; THENCE South 44°08'36" West a distance of 35.36 feet; THENCE South 00°51'24" East a distance of 75.00 feet; THENCE South 45°51'24" East a distance of 35.36 feet; THENCE South 00°51'24" East a distance of 50.00 feet; THENCE South 44°08'36" West a distance of 35.36 feet; THENCE South 00°51'24" East a distance of 100.00 feet; THENCE South 01°05'24" West a distance of 100.07 feet; THENCE South 44°53'00" East a distance of 34.75 feet; THENCE South 01°05'24" West a distance of 50.03 feet; THENCE South 45°07'00" West a distance of 35.95 feet; THENCE South 01°05'24" West a distance of 167.89 feet; THENCE along a nontangent curve to the left having a radius of 200.00 feet an arc length of 120.74 feet (chord bearing South 18°09'07" East a chord length of 118.92 feet); THENCE South 35°26'50" East a distance of 48.90 feet; THENCE along a tangent curve to the left having a radius of 200.00 feet an arc length of 29.21 feet (chord bearing South 39°37'52" East a chord length of 29.18 feet); THENCE South 36°23'30" West a distance of 50.59 feet; THENCE South 44°12'46" West a distance of 41.22 feet; THENCE South 04°01'34" East a distance of 285.00 feet; THENCE South 06°00'52" West a distance of 138.83 feet; THENCE South 27°34'28" West a distance of 370.74 feet; THENCE North 72°33'40" West a distance of 463.04 feet; THENCE South 89°52'26" West a distance of 462.42 feet to the East right-of-way of South May Avenue; THENCE North 00°07'34" West along said right-of-way a distance of 911.00 feet; THENCE North 89°08'36" East a distance of 993.87 feet; THENCE North 02°48'12" West a distance of 100.02 feet; THENCE North 46°49'48" West a distance of 35.95 feet; THENCE North 02°48'12" West a distance of 50.03 feet; THENCE North 43°10'12" East a distance of 34.75 feet; THENCE North 02°48'12" West a distance of 100.07 feet; THENCE North 00°51'24" West a distance of 100.00 feet; THENCE North 45°51'24" West a distance of 35.36 feet; THENCE North 00°51'24" West a distance of 50.00 feet; THENCE North 44°08'36" East a distance of 35.36 feet; THENCE North 00°51'24" West a distance of 75.00 feet; THENCE North 45°51'24" West a distance of 35.36 feet to the Point of Beginning. Said tract containing 1,066,880 square feet or 24.4922 acres more or less.

DECLARATION

RIVENDELL ON THE LAKE HOMEOWNERS' ASSOCIATION, INC.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting RIVENDELL ON THE LAKE, RBO, Inc. hereby declares that all of the real property in said subdivision, and each part thereof, shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in said subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RBO, Inc. has formed the Rivendell On The Lake Homeowners' Association, Inc., a non-profit corporate entity, established pursuant to the General Corporation Act of the State of Oklahoma, formed for the general purpose of owning and maintaining the common areas and enhancing the value, desirability and attractiveness of Rivendell On The Lake.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Rivendell On The Lake Homeowners' Association, Inc.

Section 2. "Rivendell Homeowners ' Association" shall refer to Rivendell Homeowners' Association as established by Rivendell Homeowners' Association Declarations recorded in Book 2154, Page 988 to 994, inclusive, Cleveland County, Oklahoma.

Section 3. "Common Area" shall mean the following:

- (a) Common Lot A, as shown on the recorded plat of Rivendell On The Lake Addition; and
- (b) The lake situated upon Common Lot A; and
- (c) Common Lot B, as shown on the recorded plat of Rivendell On The Lake; and
- (d) The brick fence which will be installed by the developer upon Common Lot B; and
- (e) All areas lying between the brick fence and the lot lines of the various lots in Rivendell On The Lake; and
- (f) Boat docks to be installed on Common Lot A for use of members of the Association; and,
- (g) Any other green areas situated and located in Rivendell On The Lake.

Section 4. "Lot" shall mean any plot of land or part thereof shown on the recorded subdivision maps of Rivendell On The Lake.

Section 5. "Maintenance" shall mean the exercise of reasonable care necessary to keep and to water, mow and/or replace grass, trees and make repairs to the boat docks and to the common area.

Section 6. "Member" shall mean every person who owns a lot in the subdivision, except builders.

Section 7. "Owner" shall mean the record owner of the title to any lot in the subdivision, but shall not include those holding title merely as security of an obligation or as a builder.

Section 8. "Subdivision" shall mean all lands included in the plat of Rivendell On The Lake.

Section 9. "Builder" is any person, firm or corporation that acquires title to a lot for the purpose of constructing a house thereon for resale.

Section 10. "Developer" is RBO, Inc. and its successors and assigns.

ARTICLE II

Membership and Voting Rights

Section 1. Every owner of a lot shall be a member of the Association and shall be appurtenant to and may not be separated from the ownership of the lot.

Section 2. The Association shall have two (2) classes of voting membership:

- (a) The Class A members shall be all of the owners, except developer and builders, who shall be entitled to one vote for each lot owned. If two or more persons are the joint owners, all such persons shall be members, but only one shall be entitled to vote.
- (b) The Class B members shall be the developer, who shall be entitled to three (3) votes for each lot owned by it and each lot that the developer has conveyed to a builder until such time as the builder conveys the lot to an owner.
- (c) Any builder shall not be a member of the Association.

Section 3. Whenever a member shall cease to own real property in any subdivision, such member shall automatically be dropped from membership in the Association.

ARTICLE III

Meetings of Members

Section 1. There shall be an annual meeting of the members of the Association at such place as may be designated on the third Thursday in January of each year, and if a legal holiday, then on the next succeeding business day at 7:00 P.M. for the transaction of such business as may come before the meeting.

Section 2. Special meetings of the members shall be held whenever called by the President or a majority of the Board of Directors or at the request of ten (10) members.

Section 3. Notice of the annual or of a special meeting shall be sent by mail by the Secretary of the Association to the last known address of all members at least ten (10) days prior to the meeting.

Section 4. Each Class A member may cast one vote for each lot owned, either in person or by proxy. Each Class B member may cast three (3) votes for each lot owned, either in person or by proxy.

Section 5. At any meeting of the members, a quorum shall consist of fifty percent (50%) of the total number of votes outstanding as of the date of the meeting, either present in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting. If the quorum is not present, another meeting may be called within sixty (60) days, pursuant to giving notice of the same, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. At the first annual meeting the members shall elect three (3) members as Directors, one to serve for one (1) year, one to serve for two (2) years and one to serve for three (3) years, the term to be determined by lot. At each annual meeting thereafter one director shall be elected to serve for a term of three (3) years. If, during the preceding year, a vacancy has occurred in the Board of Directors, the members at the annual meeting shall elect a director to serve for the unexpired term of the vacancy.

ARTICLE IV

Board of Directors

Section 1. The business and affairs of the Association shall be managed by a Board of Directors which shall consist of three (3) members.

Section 2. The Board shall hold an annual meeting on the fourth Thursday of January of each year. All other meetings may be held at the time and place as designated by the Board.

Section 3. The majority of the Directors shall constitute a quorum for the transaction of business. The acts of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors.

Section 4. Whenever a vacancy in the membership of the Board of Directors shall occur, the remaining members of the Board shall select a member to serve until the next annual meeting of the members.

Section 5. The Board of Directors has authority and it will be its duty:

- (a) to exercise for the Association all powers, duties and authority vested in the Association, under the laws of the State of Oklahoma;
- (b) to adopt rules and regulations governing the use, maintenance and upkeep of the common areas, including the lake;
- (c) to collect and distribute the annual and special assessments.
- (d) to file liens and lawsuits to enforce the payment of dues and assessments.
- (e) To adopt by-laws for the Association.

ARTICLE V

Officers

Section 1. The Board of Directors shall elect, from the Board, officers of the Association which shall consist of a President, Vice-President and Secretary-Treasurer, who shall each serve for one (1) year.

Section 2. At the annual meeting of the Board of Directors, the Board shall elect the officers who shall take office immediately after election.

Section 3. The President shall be the Chief Executive Officer of the Association and shall perform such duties as from time to time may be assigned to him by the Board.

Section 4. In the case of the absence or disability of the President, the duties of that officer shall be performed by the Vice-President. He shall also perform such duties as may be assigned to him by the Board.

Section 5. The Secretary-Treasurer shall keep the minutes of the Board of Directors' meeting and of the annual meeting of the members. The Secretary-Treasurer shall give all notices required by the rules of the Association and shall have custody of all receipts, disbursements and funds of the Association.

Section 6. The President, with the advice and consent of the Directors, shall appoint such committees as the Board shall deem necessary to perform the obligations of the Association.

Section 7. The officers, directors, and committees shall not be entitled to any compensation for their services.

ARTICLE VI

Assessments

Section 1. The owner shall pay to the Association annual assessments and special assessments, which assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and attorney fees, that may be allowed in any legal action for enforcement, shall also be the personal obligation of the owners and be a lien on the property of each lot at the time the assessment fell due.

Section 2. The annual assessments shall be used exclusively for the upkeep, improvement, and maintenance of the common areas. The annual assessments shall include and the Association Shall acquire and pay for out of the funds derived from the annual assessments:

- (a) Water, electrical lighting and other necessary utility services for the common areas;
- (b) Maintenance of the common areas which includes the planting and mowing of grass and the planting and cultivation of flowers and shrubs;
- (c) Keeping and maintaining the automatic sprinkler systems, brick wall, boat docks and common areas in a good state of repair;
- (d) To employ laborers to perform the necessary services and to pay for workman's compensation and other insurance, if necessary, covering such employees;

- (e) To purchase and pay for all other types of insurance, such as general liability insurance, that the Board of Directors may determine necessary for the protection of the Association and its members;
- (f) All amounts necessary to keep and preserve the lake, including the maintenance of the dam, purification of water, stocking of fish and such other items so that the lake can be used and enjoyed by all owners of lots in the subdivision.

Section 3. The access roads to the Subdivision are through other additions that have been or will be platted in the NW/4 of 18-10N-3W, Cleveland County, Oklahoma. The members of the Rivendell Homeowners' Association pay an annual assessment, which funds are used for the upkeep, improvement and maintenance of the common areas. It is of utmost importance to the members of the Association that all common areas covered by the Rivendell Homeowners' Association shall be kept in good condition, and for that reason the Association shall pay the Rivendell Homeowners' Association an annual assessment, which shall be 100% of the amount that is assessed against each lot owner that belongs to the Rivendell Homeowners' Association, which 100% shall also include special assessments. All dues and assessments paid by the owners of the subdivision to the Association shall include an amount sufficient to pay the amount due the Rivendell Homeowners' Association.

Section 4. The annual assessment for Class A members for the current year shall be the assessments heretofore fixed by the Board of Directors. Subsequently, the annual assessment for Class A members may be increased or decreased so that only amounts sufficient to pay the expenses shall be collected.

Section 5. The annual assessment for Class B members per lot shall be one-third (1/3rd) of the amount paid by Class A members. If the annual assessments are increased or decreased, the Class B members shall pay one-third (1/3rd) of the amount paid by Class A members.

Section 6. In addition to the annual assessments, the Association may levy, in any year, a special assessment upon Class A members for the purpose of defraying any necessary repairs or replacements to the sprinkler system and the fence, or any other capital expenditures. The amount of the special assessment will be determined by the Board of Directors. The Class B members shall pay one-third (1/3rd) of the amount assessed against Class A members.

Section 7. The Board of Directors must establish the annual assessment by the 15th day of February of each year. All annual assessments are due and payable annually in advance on the 15th day of March of each year. Special assessments are due and payable within thirty (30) days after the same are fixed by the Board of Directors.

Section 8. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association, acting through its officers, may bring an action at law against the owner personally obligated to pay the same or may foreclose a lien against the property.

ARTICLE VII

General Provisions

Section 1. RBO, Inc., the Association, or any owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants, assessments, liens and charges now or hereafter imposed by the provisions of this document.

Section 2. All of the provisions of the Owners Certificate Dedication Restrictions and Reservations, and all of the covenants and restrictions of this document may be amended by a duly recorded instrument executed and acknowledged by two-thirds (2/3rds) of the votes outstanding as of the date of the amendment. Votes shall be computed as provided in Article II, Section 2a and 2b.

Section 3. All of the provisions of the Owners Certificate Dedication Restrictions and Reservations, and all of the covenants and restrictions of the Rivendell On The Lake Homeowners' Association Declaration are to run with the land and shall be binding on all parties and all persons claiming under them and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty (20) years and thereafter shall continue automatically in effect for additional periods of ten (10) years. This document may be amended at any time by an instrument signed by not less than two-thirds (2/3rds) of the votes as provided in Article II, Section 2a and 2b. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned owner has caused this instrument to be executed by its President and attested by its secretary at Oklahoma City, Oklahoma, and the corporate seal

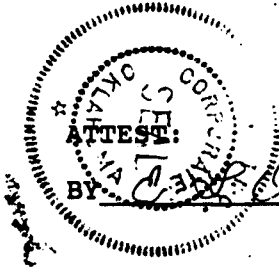
BOOK **2515** PAGE **71**

affixed thereto this 29th day of December, 1993.

RBO, INC.

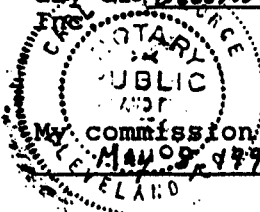
BY

P. B. Odom III
P. B. Odom III, President


BY P. B. Odom III
Secretary

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS.

This instrument was acknowledged before me, on this 29th day of December, 1993, by P. B. Odom III, as President of RBO,


My commission expires: MAY 05, 1994

Carl R. George
Notary Public

AMENDMENT TO
OWNERS CERTIFICATE, DEDICATION, RESERVATIONS,
RESTRICTIONS AND DECLARATION

OF
RIVENDELL ON THE LAKE

On the 4th day of January, 1994, RBO, Inc. filed in the Office of the County Clerk of Cleveland County, Oklahoma, an Owners Certificate, Dedication, Reservations, Restrictions, Declaration and Protective Covenants for an addition platted under the name of RIVENDELL ON THE LAKE, which was recorded in Book 2515, Page 54, et seq.

That RBO, Inc. is the owner of more than two-thirds (2/3rds) of the lots in said Addition, and more than two-third (2/3rds) of the votes, and that pursuant to the authority provided for in Article VII, Section 3 of the Declaration does hereby amend the Protect Covenants as follows:

/

Paragraph 9 of the Protective Covenants, styled "EXTERIOR WALL FINISH" be amended by adding to the end of said paragraph the following:

All other exterior wall materials to be used shall be subject to the approval, in advance, of the Architectural Committee.

//

Paragraph 16 of the Protective Covenants, styled "FIREPLACES" be amended by eliminating said paragraph in its entirety, and substituting in lieu thereof, the following:

16. FIREPLACES No house shall be constructed without at least one (1) fireplace with an outside chimney chase. All fire places and outside chimney chases are to have an approved one hundred percent (100%) masonry veneer exterior that goes to within eight (8) inches of the flue top or cap. All flues greater than four (4) inches outside diameter shall conform to the above restriction. All fireplaces shall conform to the city requirements for a woodburning fireplace. The chimney must be two (2) feet higher than any portion of the building within ten (10) feet but not less than three (3) feet above the point where the chimney passes through the roof.

///

That Paragraph 3 of said Protective Covenants styled "SET BACKS" be amended by adding to the end of said paragraph, the following:

When any portion of a lot abuts Common Lot A, no building shall be located on any such lot nearer than 25 feet to the rear lot line.

All other provisions of the Owners Certificate, Dedication, Reservations, Protective Covenants and Declaration shall remain in full force and effect.

Dated this 6th day of April, 1994.



Secretary

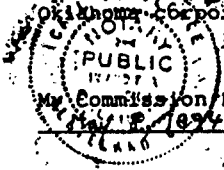
RBO, INC.

By:

P. B. Odom III President

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) ss:

This instrument was acknowledged before me on the 6th day of April, 1994, by P. B. Odom III as President of RBO, Inc., an Oklahoma Corporation.



Carl R. Derry
Notary Public

AMENDMENT TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND DECLARATION

OF RIVENDELL ON THE LAKE

On the 4th day of January, 1994, RBO, Inc. filed in the office of the County Clerk of Cleveland County, Oklahoma, the Owners Certificate, Dedication, Reservations, Restrictions, Declaration and Protective Covenants for an addition platted under name of RIVENDELL ON THE LAKE, which was recorded in Book 2515, Page 54, et seq.

We, the undersigned, constituting more than 2/3rds of the votes outstanding as of this date, do hereby amend the Protective Covenants as follows:

/

That Paragraph 7 of the Protective Covenants, styled "ROOF PITCH", be amended by eliminating said Paragraph 7 in its entirety and substituting in lieu thereof the following:

7. ROOF PITCH All homes shall have a 10 pitch roof unless Architectural Committee waives this requirement.

//

That the second paragraph of the Protective Covenant numbered 17, styled "FENCES", be amended to read as follows:

When any portion of a lot abuts Common Lot A, a fence cannot be built nearer than 12 feet from the lot line abutting the lake. Any such fence cannot exceed 4 feet in height and must be constructed of wrought iron and of a pattern and design approved by the Architectural Committee.

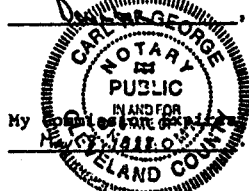
///

That the first paragraph of Protective Covenant numbered 23, styled "DETACHED STRUCTURES", be amended to read as follows:

No detached structures shall be allowed on any lot which does not correspond in style and architecture to the residence to which it is appurtenant. Detached structures or outbuildings shall not be permitted in the front yard. On lots that do not abut the lake small tool or storage sheds of less than 121 square foot floor area, and 6-foot 6-inch eaves, with a maximum overall height of 7 feet 6 inches, may be maintained within the rear lot, provided such rear lot is enclosed with an approved 6-foot high sight-proof fence.

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

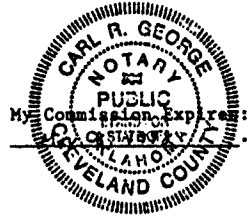
This instrument was acknowledged before me on the 12th day of _____, 1995, by P. B. Odom III, as President of RBO, Inc.



Carl R. George
Notary Public

STATE OF OKLAHOMA)
) ss:
COUNTY OF Cleveland)

This instrument was acknowledged before me on the 12th day of December, 1995, by Robert D. Mars, Michael A. Crawford, Steve Campbell, Bev Davis, Bill Lux Jr., Kenneth Miles, Pat Seto, Ruth Barton, J. P. Hendricks III, R. S. Ellassal, Larry Roberts, and Barbara Monroe.



Carl R. George
Notary Public

All other provisions of all of the Protective Covenants shall remain in full force and effect.

Dated this 13th day of December, 1995.

Signature(s):

Lot/Block/Addition

RBO, INC.

Lots 1, 7, 12, Blk 1, Rivendell On The Lake
Lot 1, Blk 2, Rivendell On The Lake
Lots 1, 2, 6, 7, 8, 13, 15, 16, 18,
19, 20, Blk 3, Rivendell On The Lake

By: P. B. Odom III, President

Robert O. Mann

12/3 / Rivendell on the lake

Prigonal A. Crawford

10/1 / Rivendell on the lake

Bev Davis

4/1 / Rivendell on the lake

Bigg Jay D

9/1 / Rivendell on the lake

Kenneth M. ...

1/1 RIVENDELL ON THE LAKE

Pat Seto

1/1 RIVENDELL ON THE LAKE

Luth Barton

8/1 Rivendell on the lake

J.P. Hendrick III

17/3 Rivendell on the lake

R. J. ...

9/3 RIVENDELL ON THE LAKE

...

10/3 Rivendell on the lake

...

5/1 Rivendell on the lake

...

6/1 Rivendell on the lake

affixed thereto this 29th day of December, 1993.

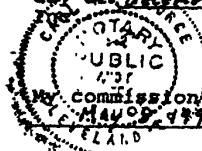
RBO, INC.

BY: P. B. Odom III, President



STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS.

This instrument was acknowledged before me, on this 29th day of December, 1993, by P. B. Odom III, as President of RBO,



Carl R. George
Notary Public

AMENDMENT TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS AND RESTRICTIONS

On the 11 day of January, 2002, this Amendment was filed on behalf of the members of the Rivendell on the Lake Homeowners Association in the office of the County Clerk of Cleveland County, Oklahoma, as an Amendment to the original Owners Certificate, Dedication, Reservations and Restrictions for an addition platted under the name of the Rivendell on the Lake, in and to the lands more fully described as follows, to-wit:

A part of the Northwest Quarter (NW/4), of Section Eighteen (18), Township Ten (10) North, Range Three (3) West, of Indian Meridian, Cleveland County, Oklahoma, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

The undersigned represents that she circulated a Petition at the direction of the President and Secretary of the Board of Directors of the Rivendell on the Lake Homeowners Association; that signatures on the attached signature sheet represent at least a two thirds majority of the owners of lots in said Addition and are more than the requisite number of votes required to file this instrument, and that pursuant to the authority provided for in Article VII, Section 3 of the Declaration, the Rivendell owners do hereby amend the Protective Covenants as follows:

Item 17 paragraph 3 styled "FENCES" (which is to be amended) presently states:

(3) On all lots abutting the lake, privacy fences may be constructed near the rear of the house if said privacy fences do not obstruct the view of the lake by adjoining property owners. All fences and their location must be approved by the Architectural Committee.

With this Amendment, Item 17 paragraph 3 Styled "FENCES" shall read:

(3) On all lots abutting the lake, privacy fences may be constructed near the rear of the house if said privacy fences do not obstruct the view of the lake by adjoining lake front property owners only. All fences must be approved by the Board of Directors for the Association.

Item 17 paragraph 1 and 2 shall remain unchanged and in full force and effect. Additionally, all other provisions of the Owner's Certificate, Dedication, Reservations and Restrictions shall remain in full force and effect.

Dated this 11 day of January, 2002.

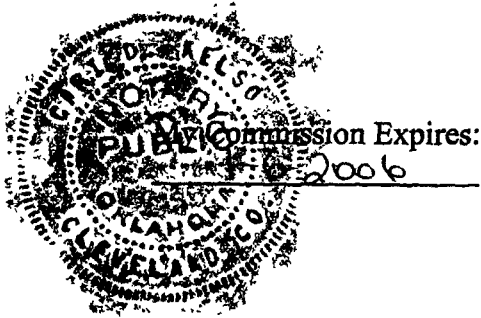


MARSHA MILES

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th day of January, 2002, personally appeared Marsha Miles to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year above written.



Carri Helso
NOTARY PUBLIC

AMENDMENT TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTION AND DECLARATION

Inasmuch as certain owners of lots in the Rivendell on the Lake Addition desire to amend certain provisions of the Owners Certificate, Dedication, Reservations, Restriction and Declaration ("Declaration"), the following proposed amendment to same is submitted for your approval and vote pursuant to Article VII, Section 3 of the Declaration:

Item 17 paragraph 3 presently states:

On all lots abutting the lake, privacy fences may be constructed near the rear of the house if said ptiyacy fences do not obstruct the view of the lake by adjoining property owners. All fences and their location must be approved by the Architectural Committee.

It is proposed that Item 17, Paragraph 3 of the Protective Covenants, styled "FENCES" be amended by eliminating said paragraph in its entirety and substituting in lieu thereof the following:

Item 17 paragraph 3 Styled "FENCES" shall read:

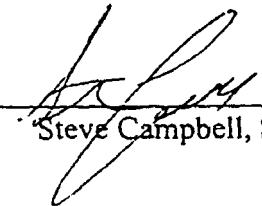
On all lots abutting the lake, privacy fences may be constructed near the rear of the house if said privacy fences do not obstruct the view of the lake by adjoining lake front property owners only. All fences must be approved by the Board of Directors for the Association.

All other provisions of the Owners Certificate, Dedication, Reservations, Protective Covenants and Declaration shall remain in full force and effect.

If your vote is in favor of the above-referenced amendment, please indicate your vote by signing the attached sheet and designating your lot number.

Dated this 14th day of July, 2001

Rivendell on the Lake Homeowner's Association

By:  _____
Steve Campbell, Secretary

PRINT NAME

SIGNATURE

LOT/BLOCK NUMBER

Long J. Roberts	HARRY & Robert's	12208 Bywater ^{ad}
TAM CHANH PHAM and LIEU		2704 SW 121 st Lot 12.
Paul J. Smith	RANDY C. ELLIOTT	12305 12301 SWANHAVEN DR. Lot 7 Bk 3
Steve Campbell	Steve	12300 Bywater Lot 4
LARRY DAVIS	Larry	2204 SW 121 st Lot 10 Bk 1
MIKE CRAWFORD	Mike Crawford	2800 SW 121 st Lot 16 Block 2
Hoyt Boston	Ruth Boston	12212 Swanhaven Dr. Lot 17 Block 3
R. George Elessal	R. G. E.	12313 Swanhaven
Tom Miles	Kenneth Miles	Tom Miles 12308 Bywater Rd Lot 2
Sherril Muzny	Gregory Muzny	12308 Swanhaven Dr
Jim Hodges	Jim Hodges	2701 SW 121 st Lot 1 Bk 2
TERENCE TOFT	Terence Toft	12320 SWANHAVEN DR. Lot 11 Bk 3
JEFF VETTERICK	Jeff Vetterick	2808 SW 121 st Lot 8 Block 1
Crystal-Philip Burgess	Crystal Burgess	2709 SW 122 nd Ct. Lot 3 Bk 3

PRINT NAME	SIGNATURE	LOT/BLOCK NUMBER
Joseph Roberts	LARRY & ROBERT'S	12208 BYWATER nd
TAM CHANH PHAM and LIEU		2704 SW 121 st Lot 12.
Will Mutt	RANDY C. ELLIOTT	12305 8 3 12301 SWANHAVEN DR. Lot 7 Blk 3
Steve Crawford		12300 BYWATER Lot 4
LARRY DAVIS		2204 SW 121 st Lot 10 Blk 1
MIKE CRAWFORD	Mike Crawford	2800 SW 121 st Lot 18 Blk 1
Hoyt Boston	Ruth Boston	12212 SWANHAVEN DR. Lot 17 Blk 3
R George Ellessal	Rgeel	12313 Swanhaven
Amiles Kenneth Amiles	Amiles	12308 Bywater Rd Lot 2
Sherril Muzny	Gabrieli Muzny	12308 Swanhaven Dr
Jim Hodges	Jim Hodges	2701 SW. 121 st Lot 1 Blk 2
TERENCE TOFT		12320 SWANHAVEN DR. Lot 11 Blk 3
JEFF VETTERICK	Jeff Vetterick	2808 SW 121 st Lot 8 Block 1
Crystal-Philip Burgess	Capital Burg	2709 SW 122 nd Ct. Lot 3 Blk. 3
Mai Nguyen	Mai Nguyen	2705 SW. 122 nd Ct
DUC BUI	Duc Bui	" " Lot 2, Blk. 3
JANE + GENE VICKREY	Jane K. Vickrey	2704 SW. 122 nd Ct. Lot 5 Block 3
Randy + Pat. Thurman	Randy Thurman	2700 SW 122 nd Ct. Lot Black
Howard + Carolyn Curtis		12312 Swanhaven Dr
BILL LUX JR	Bill Lux Jr	2708 SW 121 st
STEVE MONROE	Steve Monroe	12204 BYWATER RD.
Rakesh Patel	Rakesh Patel	12208 Swanhaven Dr.

07/14/01 SAT 10:28 FAX 405 324 8422
JUL-14-01 08:24 PM EMCO TERMITE

IT AND ASSOCIATES

4056910139

002
P.03

	None	Signature	Address	Lit/Block
	Den	Marci Cretsinga	Den Cretsinga	12304 Bywater
Bobt chimere Burke	Bobt	Bobt	Bobt	12300 Swanhaven Dr.
	Ali	Chaniabadi	Ali	12304 Swanhaven Dr.
	Robert	O. Maus		12316 Swanhaven Dr.
	James	S. Leggett		12200 Bywater rd

RBO, INC.
2300 S.W. 89TH, SUITE A
OKLAHOMA CITY, OK 73159
(405) 691-8797 (405) 691-8796 fax

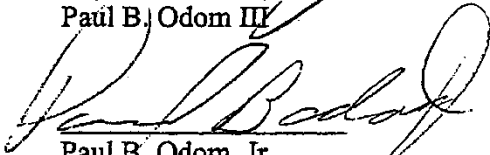
March 3, 2005

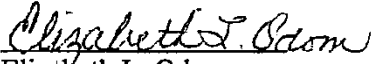
Randy Thurman, President
Rivendell on the Lake Homewoners' Association, Inc.
2700 S.W. 122nd Court
Oklahoma City, OK 73170

Dear Mr. Thurman,

As per paragraph #2 of the Rivendell on the Lake, Owners Certificate, Dedications, Reservations and Restrictions as filed in Book 2515 page 54, Cleveland County, Oklahoma, we as the entire Architectural Committee, do hereby appoint the Board of Directors of Rivendell on the Lake, the Architectural Committee, as of this date.


Paul B. Odom III



Paul B. Odom Jr.


Elizabeth L. Odom

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

Before me, a Notary Public in and for this state, on this 4th day of March, 2005, personally appeared, to me known to be the identical person (s) who subscribed the name of the maker thereof to the foregoing instrument.


Notary Public

 KAREN GREEN
Cleveland County
Notary Public in and for
State of Oklahoma
My commission expires Mar. 18, 2006.
#02004834

AMENDMENT TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS AND RESTRICTIONS

WHEREAS, on the 4th day of January 1994, RBO, Inc., an Oklahoma corporation, filed of record a certain Owners Certificate, Dedication, Reservations and Restrictions (hereinafter "Owners Certificate") for Rivendell on the Lake, an addition to Oklahoma City, Cleveland County, Oklahoma, recorded in Book 2515 at Page 54, of the records of the County Clerk for Cleveland County, Oklahoma. Included within said Owners Certificate is a document entitled "DECLARATION RIVENDELL ON THE LAKE HOMEOWNERS' ASSOCIATION, INC.", ("Declaration of Homeowners Association")

WHEREAS, the homes built upon Lots 50 and 51 to Rivendell Section 7 Addition to Oklahoma City, Cleveland County, Oklahoma, ("Lots 50 and 51"), abut the subject lake on the south but are not located within the gated area of the Rivendell on the Lake subdivision. As a result, the owners of said Lots 50 and 51 do not benefit from the privacy and security afforded by a private gate erected in 2001 to benefit the Rivendell on the Lake homeowners.

WHEREAS, pursuant to Article VII, Section 2 of said Declaration of Homeowners Association, 2/3 of the voters, (hereinafter "owners") of the lots within the said Rivendell on the Lake addition, as well as the owners of said Lots 50 and 51, now desire to amend said Declaration of Homeowners Association only insofar as it affects said Lots 50 and 51.

WHEREAS, it would be inequitable for the owners of said Lots 50 and 51, to be required to pay that portion of the homeowner's dues and assessments levied by the Rivendell on the Lake Homeowners Association which are directly related to upgrades and management of the gates and private roadways within Rivendell on the Lake. However, the parties agree that the owners of said Lots 50 and 51 should be required to pay their pro rata share of all other costs incurred by the Rivendell on the Lake Homeowners Association except for the clearly defined costs associated with maintenance and upgrades to the gates and private roadways.

Thus, for the purpose of providing for the mutual benefit of the owners of all homes within said Rivendell on the Lake addition, as well as for the homes located upon said Lots 50 and 51, the undersigned, as owners of more than 2/3 of the lots within the said Rivendell on the Lake addition and the owners of said Lots 50 and 51, hereby amend the existing Declaration of Homeowners Association as follows:

"Existing" Section 5 to Article VI. *The annual assessment for Class B members per lot shall be one-third (1/3rd) of the amount paid by Class A members. If the annual assessments are increased or decreased, the Class B members shall pay one-third (1/3rd) of the amount paid by Class A members.*

The developer, RBO, Inc., has long since sold and conveyed all of its lots within said Rivendell on the Lake Addition, there are no more Class B Members, and there is no need to retain the language and intent of the "Existing" Section 5 to Article VII.

"New" Section 5 to Article VI. *The annual assessments and any existing or future special assessments levied against the present or future owners of Lots 50 and 51 in Block 19 to Rivendell Section 7 Addition to Oklahoma City, Cleveland County, Oklahoma shall not include any costs incurred by the Rivendell on the Lake Homeowners Association for expenditures associated with the upgrade or maintenance of gates or private roadways within the said Rivendell on the Lake Addition. The present or future owners of said Lots 50 and 51 shall specifically be required to pay their pro rata share of any other costs or expenditures that are not*

clearly associated with upgrade or maintenance of the gates or private roadways and which are incurred by said homeowners association.

This document may be signed in multiple counterparts, all of which taken together shall constitute one single and complete document.

Agreed to and executed on the date(s) set opposite each signature attached hereto.

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AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND DECLARATION

OF RIVENDELL ON THE LAKE

On the 4th day of January, 1994, RBO, Inc. filed in the office of the County Clerk of Cleveland County Oklahoma, an Owners Certificate, Dedication, Reservations, Restrictions, Declaration and Protective Covenants for an addition platted under the name of RIVENDELL ON THE LAKE, an addition to Oklahoma City, Cleveland County, Oklahoma, which was recorded in Book 2515, Page 54, *et seq.*,

Pursuant to Article VII, Section 2 of said Declaration of Homeowners Association, 2/3 of the voters (hereinafter "owners") of the lots within the said Rivendell on the Lake addition, now desire to amend said Protective Covenants and Declaration as follows:

I.

That Item 1 of the Protective Covenants, styled "USE," be amended by eliminating said paragraph in its entirety and substituting in lieu thereof the following:

All lots within the subdivision shall be known and designated as residential building plots. A residential building plot shall be any one single lot or a lot plus a portion of another lot or lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not less than two automobiles and other out-buildings incident to residential use of the plot.

All residential building plots are to be used for exclusively residential purposes. No part of any dwelling unit or residential building plot shall be used for purposes other than housing or used for any commercial or business purposes except for the purposes of a no-impact home-based business. "No-impact home-based business" means a business that:

- **Is consistent with the residential character of the residence.**
- **Is subordinate to the use of the residence for residential purposes and requires no external modifications that detract from the residential appearance of the residence.**
- **Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business;**
- **Does not involve use, storage, or disposal of any grouping or classification of materials that any Federal, State, County or City governing body has designated as a hazardous material.**
- **Does not cause an increase in commercial traffic, pedestrian, motorized, or other;**
- **Does not have any signs (permanent or temporary) placed on the residence and/or residential building lot, or common areas pertaining to the business;**
- **Does not involve manufacturing or production of goods or materials; and**
- **Does not increase in the number of persons occupying or using the residence or**

lot, i.e., there are no on-site employees other than persons who actually reside in the dwelling.

II.

That Item 6 of the Protective Covenants, styled "ROOFS," be amended by eliminating said paragraph in its entirety and substituting in lieu thereof the following:

6. ROOFS Roofs are to be CCA treated wood shingles or shakes, clay tile, heavy weight composition shingles, or stone.

- a. All CCA treated wood shingles and shakes must bear a Red Cedar Shingle and Handsplit Shake Bureau official grade marked label and be installed to conform with the requirements of said label.**
- b. Heavy weight composition shingles shall only use CertainTeed Grand Manor brand style shingles and shall be installed to conform with the requirements of said shingles.**
- c. Any other roofing materials to be used shall be subject to the approval, in advance, of the Architectural Committee.**

III

That Item 20 of the Protective Covenants, styled "BOATS, TRAILERS," be amended by eliminating said paragraph in its entirety and substituting in lieu thereof the following:

20. BOATS, TRAILERS Boats, trailers, motorhomes, or other recreational vehicles may not be parked, kept or maintained on any street in said addition but may be kept on the premises provided they are concealed within the residence garage or located behind the Front or Side Building Limit Lines and are totally concealed from the street and the lake and are not visible from neighboring property and are not blocking or obstructing the view of the lake by adjoining property owners. In addition, the above are not allowed in the front yard, or on a corner lot in the front or side yard. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles may not be parked in the subdivision except:

- if they are a passenger-type automobile, van or pick-up truck, or**
- if they are vehicles belonging to, or used by, a contractor employed by a lot owner, or an agent of the lot owner, for a specific repair, renovation, or improvement to the lot or buildings thereon, in which case the vehicles may not be parked overnight, without prior approval from the Board of Directors or its designee.**

IV.

That Section 2 of Article II, "Membership and Voting Rights," of the DECLARATION of the Rivendell on the Lake Homeowners' Association be amended by adding the following to the end of Section 2.

(a) Class A Members who are Members as a result of present or future ownership of Lots 50 and 51 in Block 19 to Rivendell Section 7 Addition to Oklahoma City, Cleveland County, Oklahoma, shall have no voting rights related to expenditures associated with the upgrade or maintenance of gates or private roadways within the said Rivendell on the Lake Addition. The present or future owners of said Lots 50 and 51 shall have full voting rights of other Class A Members for all other matters.

All other provisions of the Owners Certificate, Dedication, Reservations, Protective Covenants and Declaration shall remain in full force and effect.

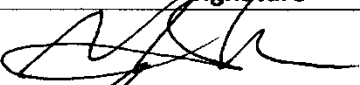
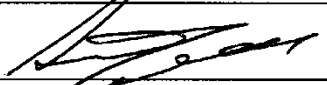
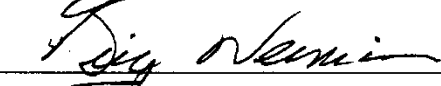


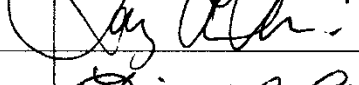
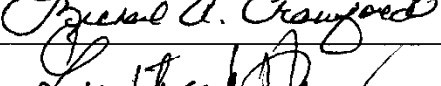
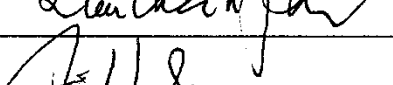
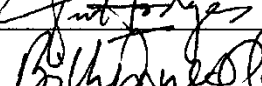
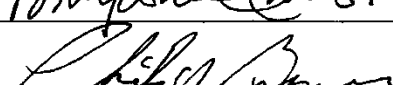
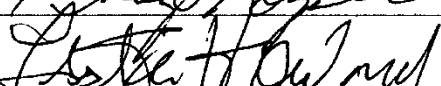
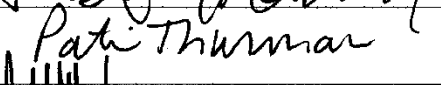
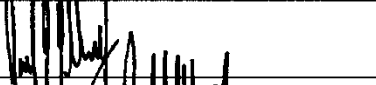


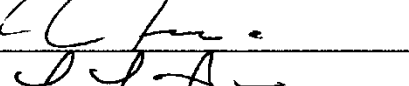
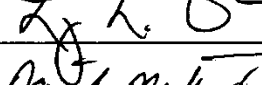
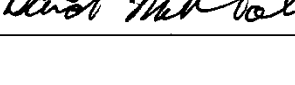

This document may be signed in multiple counterparts, all of which taken together shall constitute one single and complete document.

Agreed to and executed on the date(s) set opposite each signature attached hereto.

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SIGNATURE PAGE FOR APPROVAL OF

**AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND
DECLARATION OF RIVENDELL ON THE LAKE**

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 1, Block 1, ROTL	Salous		9/13/2012
Lot 4, Block 1, ROTL	Campbell		8-16-12
Lot 5, Block 1, ROTL	Neiman		8/30/12
Lot 6, Block 1, ROTL	Monroe		9/13/12
Lot 8, Block 1, ROTL	Howell		9/6/12
Lot 9, Block 1, ROTL	Davis		8/24/12
Lot 10, Block 1, ROTL	Crawford		8-15-12
Lot 12, Block 1, ROTL	Pham		09-13-12
Lot 1, Block 2, ROTL	Hodges		9-11-2012
Lot 1, Block 3, ROTL	Omari		8/27/12
Lot 3, Block 3, ROTL	Burgess		8/10/12
Lot 4, Block 3, ROTL	Howard		9/14/12
Lot 6, Block 3, ROTL	Thurman		9-13-12
Lots 7, Block 3, ROTL	Elliott		8/24/12
Lots 8, Block 3, ROTL	Elliott		8/24/12
Lot 10, Block 3, ROTL	Elassal		9/7/2012
Lot 11, Block 3, ROTL	Toft		8-17-12
Lot 12, Block 3, ROTL	Pierce		8/27/12
Lot 13, Block 3, ROTL	Tomlinson		8/27/12

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 14, Block 3, ROTL	Muzny	Ghevi Muzny	8-17-12
Lot 18, Block 3, ROTL	Patel	Vanita Patel.	9-4-12.
Lot 19, Block 3, ROTL	Chancellor	Juan del Valle	8/17/12
Lot 20, Block 3, ROTL	Chancellor	Juan del Valle	8/17/12
Lot 50, Rivendell	King	Melissa B King	9/18/12
Lot 51, Rivendell	Mauldin	Isabel Marsh	9-6-12

Each of the above signatures were subscribed and sworn to before me on the date opposite each signature.

Candace Dow 9/18/12

Notary Public

My Commission Number 09001189



My Commission Expires: 2/3/2013

AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND DECLARATION

OF RIVENDELL ON THE LAKE

On the 4th day of January, 1994, RBO, Inc. filed in the office of the County Clerk of Cleveland County Oklahoma, an Owners Certificate, Dedication, Reservations, Restrictions, Declaration and Protective Covenants ("Owners Certificate") for an addition platted under the name of RIVENDELL ON THE LAKE, an addition to Oklahoma City, Cleveland County, Oklahoma, which was recorded in Book 2515, Page 54, *et seq.* Amendments to the Owners Certificate was filed in the office of the County Clerk of Cleveland County, Oklahoma, on March 24, 2010, recorded in Book 4726 at Page 718 *et seq.*, of the records of the County Clerk for Cleveland County, Oklahoma; and on December 10, 2012, recorded in Book 5090 at Page 1471 *et seq.*, of the records of the County Clerk for Cleveland County, Oklahoma.

Pursuant to Article VII, Section 2 of said Declaration of Homeowners Association, 2/3 of the voters (hereinafter "owners") of the lots within the said Rivendell on the Lake addition, now desire to amend said Protective Covenants and Declaration as follows:

I. That Item 24 of the Protective Covenants, styled "LANDSCAPING," be amended by adding the following to the end of Item 24:

All lawn areas visible from the street or the lake must be fully and completely sodded and grass maintained and edged. Finish cut length shall be within industry standards for the type of grass, but in no event will grass be cut less than one-half (1/2) inch, nor exceed four and one-half (4-1/2) inches in length. The Homeowners Association, after warning to the owner, may mow overgrown lawns and the cost thereof be paid the Homeowners Association upon demand and until paid such cost shall constitute a lien against the Lot.

II. That a NEW Item 31 styled "KEYSTONE MAINTENANCE/REPAIRS COST AND RESPONSIBILITIES" is added:

31. KEYSTONE MAINTENANCE/REPAIRS COST AND RESPONSIBILITIES The keystone retaining wall around the perimeter of the lake shall be maintained by the Lot owner for the length of wall that parallels their back property lines. The Lot owner shall maintain the wall to the extent necessary to maintain the structural integrity of the Wall, including but not limited to damaged stone, tree roots creating undue stress and lateral loads on wall, backfill of eroded areas along back side of wall, etc.

Any work on this "Commons" wall should be:

- 1) Engineered and approved by the Oklahoma Keystone Manufacturing & Distributor**
- 2) Work must be performed by a contractor approved by same.**
- 3) Above information should be presented to the Board of Rivendell on the Lake**

Homeowners Association at least seven (7) days before commencing work.

- 4) The Board of the Rivendell on the Lake Homeowners Association may waive the above requirements for repairs. Requests for waiver must be submitted to the Board at least seven (7) days before commencing work.**

Any keystone retaining wall not paralleling a Rivendell on the Lake lot (including, but not limited to island and gazebo) will remain the responsibility of the Rivendell on the Lake Homeowners Association.

If repairs are required to maintain the structural integrity of this wall and the homeowner refuses to remedy the problem within thirty (30) calendar days from written notice, the Rivendell on the Lake Homeowners Association Board will procure the necessary repairs and pass the cost for same onto homeowner. If balance is not cleared within thirty (30) calendar days from date of invoice the Rivendell on the Lake Homeowners Association Board shall file a lien on the homeowner's property for the balance due.

All other provisions of the Owners Certificate, Dedication, Reservations, Protective Covenants and Declaration shall remain in full force and effect.

This document may be signed in multiple counterparts, all of which taken together shall constitute one single and complete document.


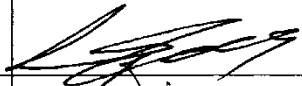
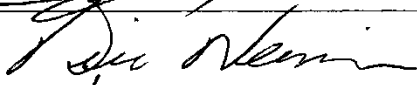
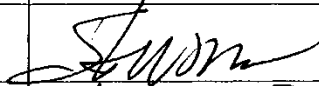

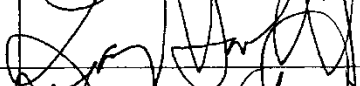
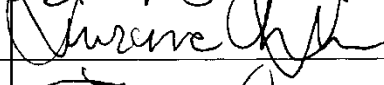
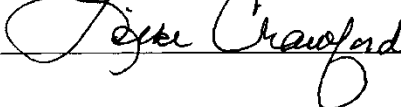
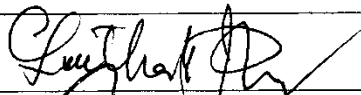
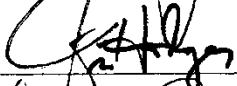
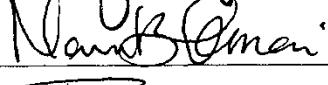
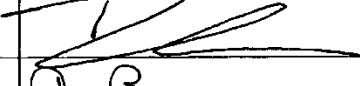


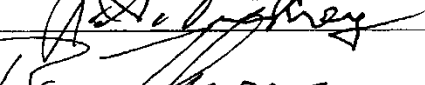
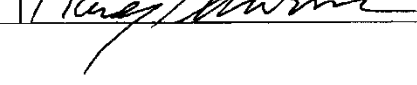
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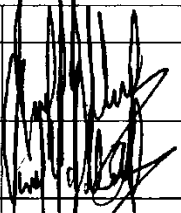

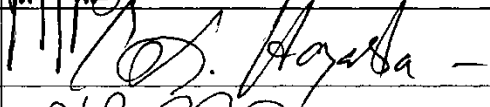
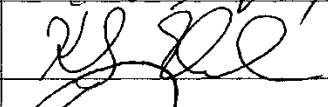

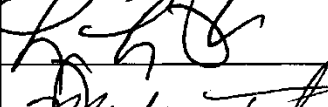
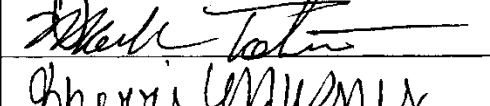
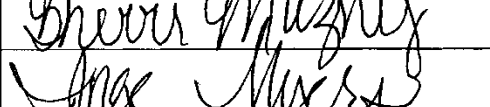
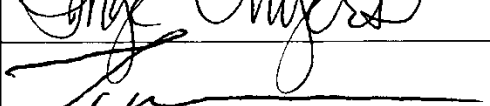

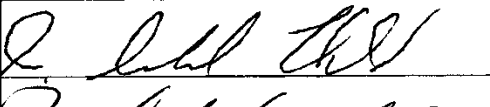
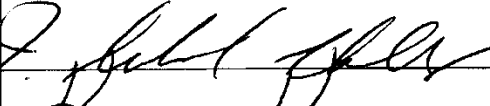
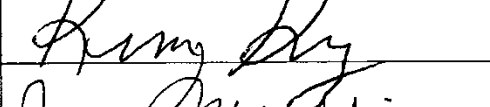
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**AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND
DECLARATION OF RIVENDELL ON THE LAKE HOMEOWNERS' ASSOCIATION**

(Amending Protective Covenant #24 – Landscaping, and Adding Protective Covenant #31 - Keystones)

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 1, Block 1, ROTL	Salous		8/6/2013
Lot 2, Block 1, ROTL	Miles		
Lot 3, Block 1, ROTL	Outland		
Lot 4, Block 1, ROTL	Campbell		7-18-13
Lot 5, Block 1, ROTL	Neimann		7/24/13
Lot 6, Block 1, ROTL	Monroe		7-22-13
Lot 7, Block 1, ROTL	Acquaye		8/21/13
Lot 8, Block 1, ROTL	Howell		7-22-13
Lot 9, Block 1, ROTL	Davis		7/11/13
Lot 10, Block 1, ROTL	Crawford		7/11/13
Lot 11, Block 1, ROTL	Lux		
Lot 12, Block 1, ROTL	Pham		7/11/13
Lot 1, Block 2, ROTL	Hodges		7-11-13
Lot 1, Block 3, ROTL	Omari		7/11/13
Lot 2, Block 3, ROTL	Lopez		7/11/13
Lot 3, Block 3, ROTL	Burgess		7/11/13
Lot 4, Block 3, ROTL	Howard		7/11/13
Lot 5, Block 3, ROTL	Vickrey		7/11/13
Lot 6, Block 3, ROTL	Thurman		7/11/13

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 7, Block 3, ROTL ✓	Elliott	 Randy C. Elliott	8-5-13
Lot 8, Block 3, ROTL ✓	Elliott	 " " "	8-5-13
Lot 9, Block 3, ROTL	Hayashizaki	 T. Hayashizaki -	8/19/13
Lot 10, Block 3, ROTL	Elassal		7-11-2013
Lot 11, Block 3, ROTL	Toft		7-11-13
Lot 12, Block 3, ROTL	Pierce		7/11/13
Lot 13, Block 3, ROTL	Tomlinson		7/11/13
Lot 14, Block 3, ROTL	Muzny		8-13-13
Lot 15, Block 3, ROTL	Myers		7-23-13
Lot 16, Block 3, ROTL	Whilden		7/11/13
Lot 17, Block 3, ROTL	Umar		
Lot 18, Block 3, ROTL	Patel	V. K. Patel.	8/6/13
Lot 19, Block 3, ROTL	Chancellor		08/05/2013
Lot 20, Block 3, ROTL	Chancellor		08/05/13
Lot 50, Rivendell	King		7/11/13
Lot 51, Rivendell	Mauldin	Joyce Mauldin	7/11/13

Each of the above signatures were subscribed and sworn to before me on the date opposite each signature.

Candace Don
Notary Public
My Commission Number 09001189



My Commission Expires: 2/3/17

AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND DECLARATION

OF

RIVENDELL ON THE LAKE

On the 4th day of January, 1994, RBO, Inc. filed in the office of the County Clerk of Cleveland County Oklahoma, an Owners Certificate, Dedication, Reservations, Restrictions, Declaration and Protective Covenants ("Owners Certificate") for an addition platted under the name of RIVENDELL ON THE LAKE, an addition to Oklahoma City, Cleveland County, Oklahoma, which was recorded in Book 2515, Page 54, *et seq.* Amendments to the Owners Certificate was filed in the office of the County Clerk of Cleveland County, Oklahoma, on March 24, 2010, recorded in Book 4726 at Page 718 *et seq.*, of the records of the County Clerk for Cleveland County, Oklahoma; and on December 10, 2012, recorded in Book 5090 at Page 1471 *et seq.*, of the records of the County Clerk for Cleveland County, Oklahoma.

Pursuant to Article VII, Section 2 of said Declaration of Homeowners Association, 2/3 of the voters (hereinafter "owners") of the lots within the said Rivendell on the Lake addition, now desire to amend said Protective Covenants and Declarations as follows:

That Section 6 of Article VI of the DECLARATION of the Rivendell on the Lake Homeowners' Association be amended by eliminating said paragraph in its entirety and substituting in lieu thereof the following:

Section 6: In addition to the annual assessments, the Association may levy, in any year, a special assessment upon Class A members for the purpose of defraying any necessary repairs or replacements to the sprinkler system and the fence, or any other capital expenditures. The Association may also levy a special assessment for the purpose of pursuing legal action to enforce the covenants and/or to recover damages, and for the purpose of defending legal action against the Association. The amount of the special assessment will be determined by the Board of Directors. The Class B members shall pay one-third (1/3rd) of the amount assessed against Class A members.

All other provisions of the Owners Certificate, Dedication, Reservations, Protective Covenants and Declaration shall remain in full force and effect.

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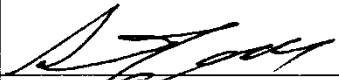
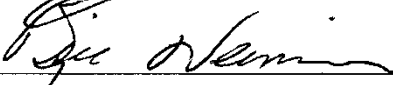
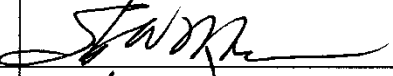

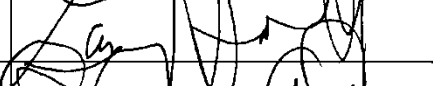
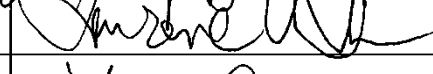
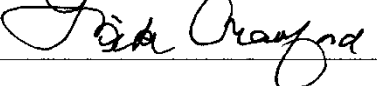
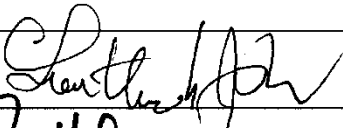
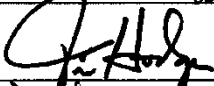

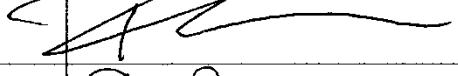
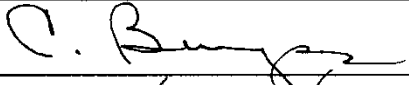
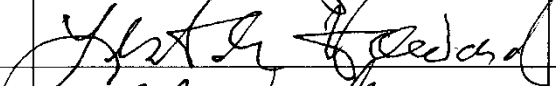
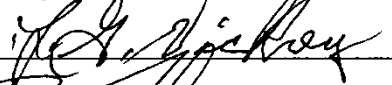
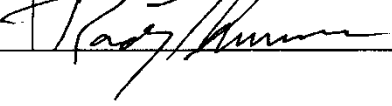
Agreed to and executed on the date(s) set opposite each signature attached hereto.

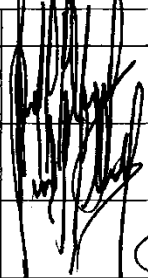
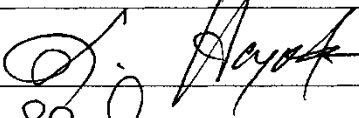
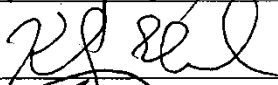


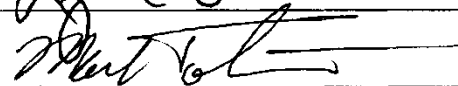
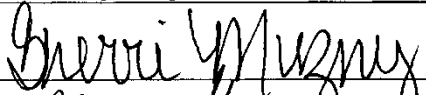

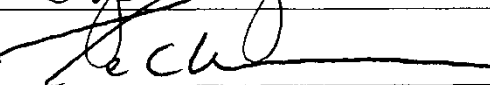


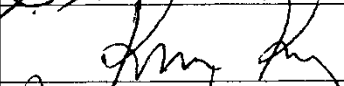
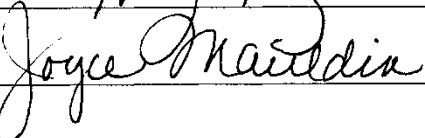
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SIGNATURE PAGE FOR APPROVAL OF

**AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND
DECLARATION OF RIVENDELL ON THE LAKE HOMEOWNERS' ASSOCIATION**

(Amending Article VI, Section 6 of Declaration - Special Assessments)

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 1, Block 1, ROTL	Salous		
Lot 2, Block 1, ROTL	Miles		
Lot 3, Block 1, ROTL	Outland		
Lot 4, Block 1, ROTL	Campbell		7-18-13
Lot 5, Block 1, ROTL	Neimann		7/26/13
Lot 6, Block 1, ROTL	Monroe		7-22-13
Lot 7, Block 1, ROTL	Acquaye		8/22/13
Lot 8, Block 1, ROTL	Howell		7-27-13
Lot 9, Block 1, ROTL	Davis		7/11/13
Lot 10, Block 1, ROTL	Crawford		7/11/13
Lot 11, Block 1, ROTL	Lux		
Lot 12, Block 1, ROTL	Pham		7/11/13
Lot 1, Block 2, ROTL	Hodges		7-11-13
Lot 1, Block 3, ROTL	Omari		7/11/13
Lot 2, Block 3, ROTL	Lopez		7/17/13
Lot 3, Block 3, ROTL	Burgess		7/14/13
Lot 4, Block 3, ROTL	Howard		7/11/13
Lot 5, Block 3, ROTL	Vickrey		7/11/13
Lot 6, Block 3, ROTL	Thurman		7/11/13

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 7, Block 3, ROTL	Elliott	 Randy C. Elliott	8-5-13
Lot 8, Block 3, ROTL	Elliott	" " "	8-5-13
Lot 9, Block 3, ROTL	Hayashizaki	 S. Hayashizaki	8/19/13
Lot 10, Block 3, ROTL	Elassal	 Elassal	7-11-2013
Lot 11, Block 3, ROTL	Toft	 Toft	7-11-13
Lot 12, Block 3, ROTL	Pierce	 Pierce	7/11/13
Lot 13, Block 3, ROTL	Tomlinson	 Tomlinson	7/11/13
Lot 14, Block 3, ROTL	Muzny	 Muzny	8-13-13
Lot 15, Block 3, ROTL	Myers	 Myers	7/23/13
Lot 16, Block 3, ROTL	Whilden	 Whilden	7/11/13
Lot 17, Block 3, ROTL	Umar		
Lot 18, Block 3, ROTL	Patel	V. K. Patel.	8-6-13
Lot 19, Block 3, ROTL	Chancellor	 Chancellor	08/05/2013
Lot 20, Block 3, ROTL	Chancellor	 Chancellor	08/05/2013
Lot 50, Rivendell	King	 King	7/11/13
Lot 51, Rivendell	Mauldin	 Joyce Mauldin	7/11/13

Each of the above signatures were subscribed and sworn to before me on the date opposite each signature.

Candace Dow

Notary Public

My Commission Number 09001189



My Commission Expires: 2/3/17

AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND DECLARATION

OF RIVENDELL ON THE LAKE

On the 4th day of January, 1994, RBO, Inc. filed in the office of the County Clerk of Cleveland County, Oklahoma, an Owners Certificate, Dedication, Reservations, Restrictions, Declaration and Protective Covenants for an addition platted under the name of RIVENDELL ON THE LAKE, an addition to Oklahoma City, Cleveland County, Oklahoma, which was recorded in Book 2515, Page 54, *et seq.*

Pursuant to Article VII, Section 2 of said Declaration of Homeowners Association, 2/3 of the voters (hereinafter "owners") of the lots within the said Rivendell on the Lake addition, now desire to amend said Protective Covenants and Declaration as follows:

That Item 2 of the Protective Covenants, styled "ARCHITECTURAL COMMITTEE," be amended by eliminating said paragraph in its entirety and substituting in lieu thereof the following:

2. ARCHITECTURAL COMMITTEE: The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of plans, specifications, plot plan and other submittals shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve of any plans, specifications, plot plans or other submittals shall not be deemed a waiver of any restrictions, unless the Architectural Committee is hereinafter authorized grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in the Subdivision from maintaining any legal action relating to improvements within the Subdivision which they would otherwise be entitled to maintain. No building, out-building or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, design and plot plans, showing the location, type of construction, external design and exterior materials of such building, have been approved by the Rivendell on the Lake Homeowners' Association Board of Directors.

All other provisions of the Owners Certificate, Dedication, Reservations, Protective Covenants and Declaration shall remain in full force and effect.

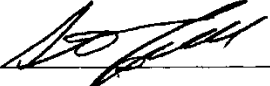


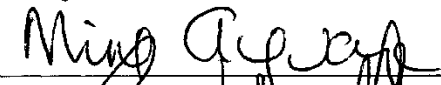
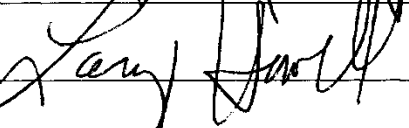
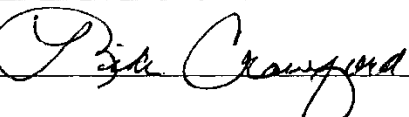
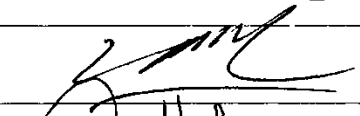
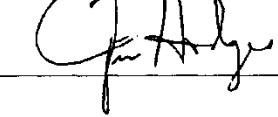
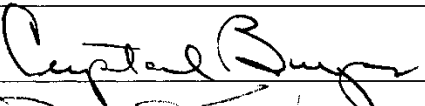
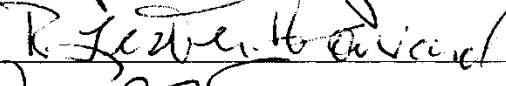
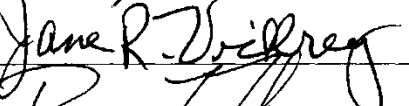

This document may be signed in multiple counterparts, all of which taken together shall constitute one single and complete document.

Agreed to and executed on the date(s) set opposite each signature attached hereto.

SIGNATURE PAGE FOR APPROVAL OF

**AMENDMENTS TO OWNERS CERTIFICATE, DEDICATION, RESERVATIONS, RESTRICTIONS AND
DECLARATION OF RIVENDELL ON THE LAKE HOMEOWNERS' ASSOCIATION**

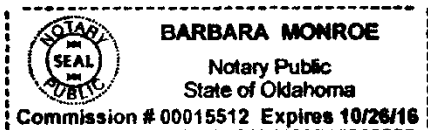
(Amending Protective Covenant #2 – Architectural Committee)

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 1, Block 1, ROTL	Salous		
Lot 2, Block 1, ROTL	Miles		
Lot 3, Block 1, ROTL	Outland		
Lot 4, Block 1, ROTL	Campbell		9-9-13
Lot 5, Block 1, ROTL	Neimann		9/21/13
Lot 6, Block 1, ROTL	Monroe		9-9-13
Lot 7, Block 1, ROTL	Acquaye		9/19/13
Lot 8, Block 1, ROTL	Howell		9/23/13
Lot 9, Block 1, ROTL	Davis		
Lot 10, Block 1, ROTL	Crawford		9-9-13
Lot 11, Block 1, ROTL	Lux		
Lot 12, Block 1, ROTL	Pham		9/19/2013
Lot 1, Block 2, ROTL	Hodges		9-9-2013
Lot 1, Block 3, ROTL	Omari		
Lot 2, Block 3, ROTL	Lopez		
Lot 3, Block 3, ROTL	Burgess		9-9-13
Lot 4, Block 3, ROTL	Howard		9-9-13
Lot 5, Block 3, ROTL	Vickrey		9-9-2013
Lot 6, Block 3, ROTL	Thurman		9-26-2013

Lot/Block/Addition	Member Last Name	Signature	Date
Lot 7, Block 3, ROTL	Elliott		9-9-13
Lot 8, Block 3, ROTL	Elliott		9-9-13
Lot 9, Block 3, ROTL	Hayashizaki		9/9/13
Lot 10, Block 3, ROTL	Elassal		9/9/13
Lot 11, Block 3, ROTL	Toft		9/9/13
Lot 12, Block 3, ROTL	Pierce		9/26/13
Lot 13, Block 3, ROTL	Tomlinson		
Lot 14, Block 3, ROTL	Muzny		9-26-13
Lot 15, Block 3, ROTL	Myers		
Lot 16, Block 3, ROTL	Whilden		
Lot 17, Block 3, ROTL	Umar		
Lot 18, Block 3, ROTL	Patel		
Lot 19, Block 3, ROTL	Chancellor		9/9/13
Lot 20, Block 3, ROTL	Chancellor		9/9/13
Lot 50, Rivendell	King		9-9-13
Lot 51, Rivendell	Mauldin		9-9-13

Each of the above signatures were subscribed and sworn to before me on the date opposite each signature.

Notary Public
 My Commission Number #00015512



(Seal)

My Commission Expires: 10/26/2016